7639837

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Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Documents

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet National Bank, as Agent	FORMERLY BankBoston, N.A.	05/19/2005	a national banking association:

RECEIVING PARTY DATA

Name:	Comerica Bank	
Street Address:	500 Woodward Ave.	
Internal Address:	One Detroit Center	
City:	Detroit	
State/Country:	MICHIGAN	
Postal Code:	48226	
Entity Type:	a Michigan banking corporation:	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76398373	DURACOVER

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7347613780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 110 Miller, Ste. 300

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	09/14/2005

Total Attachments: 6

TRADEMARK
REEL: 003159 FRAME: 0001

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> TRADEMARK REEL: 003159 FRAME: 0002

ASSIGNMENT OF SECURITY DOCUMENTS

THIS ASSIGNMENT ("Assignment") dated as of May 19, 2005, by Fleet National Bank, a Bank of America company, a national banking association, formerly known as BankBoston, N.A. ("Fleet"), as Agent under each of the Security Documents (as defined below) to Comerica Bank, a Michigan banking corporation ("Comerica").

RECITALS:

- A Durakon Industries, Inc., a Michigan corporation ("Durakon"), JerrDan Corporation, a Pennsylvania corporation ("JerrDan"), Benton Plastics, Inc., a Maine corporation ("Benton"), LPIV, LLC, the Lenders party to the agreement and Fleet, as agent for the Lenders entered into that certain Credit Agreement dated as of July 26, 1999, as amended by Amendment No 1 dated as of August 6, 1999, Amendment No 2 dated as of July 27, 2000, Amendment No 3 dated as of August 31, 2000, Amendment No 4 dated as of August 31, 2002, Amendment No 5 dated as of October 31, 2002, Amendment No 6 dated as of April 28, 2003, Amendment No 7 dated as of February 24, 2004, the Pay-Off Letter, dated July 8, 2004 (the "Pay-Off Letter"), Amendment No 8 dated as of March 18, 2005, and Amendment No 9 dated as of the date hereof (as amended, the "Credit Agreement"). Terms used and not otherwise defined in this Assignment have the meanings given them in the Credit Agreement.
- B Pursuant to the Credit Agreement, the Borrowers, the Guarantors and others executed and delivered certain security documents to Fleet, in its capacity as Agent for the benefit of the Lenders under the Credit Agreement.
- C. Fleet has resigned as Agent under each of the Loan Documents and Comerica has been appointed successor Agent under the Loan Documents.
- D. Pursuant to Amendment No. 7 to the Credit Agreement and the Pay-Off Letter, IerrDan and LPIV Holdings, Inc. have been released as obligors under the Credit Agreement.
- NOW, THEREFORE, Fleet hereby assigns to Comerica, as successor Agent under the Loan Documents, all of its right, title and interest, as Agent, in and to each of the following documents (collectively, the "Security Documents"):
 - Security Agreement dated as of July 26, 1999 among the Borrowers and the Agent, as amended by Amendment to Security Agreement dated as of October 31, 2002 (as amended, the "Security Agreement");
 - Pledge Agreement dated as of March 16, 2004 from Littlejohn Partners IV, L.P. to Agent, as amended by Amendment to Pledge Agreement dated as of July 8, 2004 (as amended, the "Littlejohn Pledge Agreement") and the Agent;
 - Memorandum of Trademark and Service Mark Security Interest dated as of July 26, 1999 between Durakon and Agent recorded in the United States Department of Commerce Patent and Trademark Office on August 10, 1999 at Reel 1942,

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TRADEMARK REEL: 003159 FRAME: 0003 Frame 908, as amended by Amendment to Memorandum of Trademark and Service Mark Security Interest dated as of October 31, 2002 and recorded in the United States Department of Commerce Patent and Trademark Office on February 20, 2003 at Reel 2609, Frame 256;

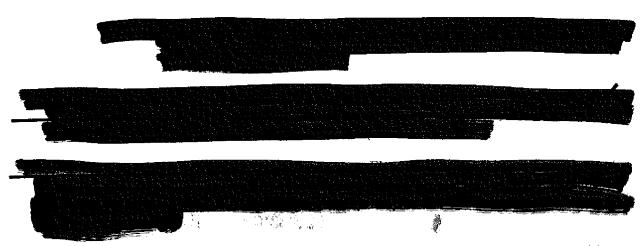
- 4. Memorandum of Trademark and Service Mark Security Interest dated July 26, 1999 between Benton and Agent recorded in the United States Department of Commerce Patent and Trademark Office on August 10, 1999 at Reel 1942, Frame 824;
- Memorandum of Patent Security Interest dated July 26, 1999 between Durakon and Agent recorded in the United States Department of Commerce Patent and Trademark Office on August 10, 1999 at Reel 10154, Frame 273 as amended by Amendment to Memorandum of Patent and Security Interest dated as of October 31, 2002 and recorded in the United States Department Commerce Patent and Trademark Office on February 20, 2003 at Reel 13429, Frame 701;
- Memorandum of Patent Security Interest dated July 26, 1999 between Benton and Agent recorded in the United States Department of Commerce Patent and Trademark office on August 10, 1999 at Reel 10154, Frame 277 as amended by the Amendment to Memorandum of Patent and Security Interest dated October 31, 2002 and recorded in the United States Department of Commerce Patent and Trademark Office on February 20, 2003 at Reel 13429, Page 707;
- 7. Collateral Assignment of Internet Domain Names from Durakon to Agent dated as of July 26, 1999;
- 8. Collateral Assignment of Internet Domain Names from Benton to Agent dated as of July 26, 1999;
- 9. Pledge Agreement dated as of October 31, 2002 from Durakon to Fleet (as amended, the "Durakon Pledge Agreement"); and
- 10. Financing Statements.

This Assignment shall become effective as of the date and time (the "Effective Date") on which the following conditions precedent have been satisfied: (a) the Borrowers shall have reduced the Maximum Amount of Revolving Credit to \$7,300,000 pursuant to Section 2.1.3 of the Credit Agreement; (b) each of the Lenders shall have assigned its commitments to make and its outstanding portion of the Revolving Loan to Comerica; (c) Comerica, Fleet and the Borrowers shall have executed the Assignment of Security Documents dated as of the date hereof; (d) Comerica, Fleet and Borrowers shall have executed the Resignation Agreement dated as of the dated hereof; (e) Fleet shall have executed in favor of Comerica the Assignment of Mortgage dated as of the date hereof assigning the Mortgage on the property commonly known as 2101 North Lapeer Road, Lapeer, Michigan securing the Credit Obligations; and (f) Borrowers have paid all fees and expenses incurred by Fleet in connection with the Credit Agreement and any and all agreements and documents executed in connection with the Credit Agreement

Fleet authorizes Comerica to file (1) UCC-3 assignments assigning all financing statements of record related to the Security Agreement to Comerica, and (2) this Assignment and such other instruments, documents and cover sheets as Comerica may reasonably require with the United States Patent and Trademark Office

Fleet agrees to execute and deliver any documents reasonably requested by Comerica to carry out the intent and purpose of this Assignment and to consummate the transactions contemplated by this Assignment. Within five business days after the Effective Date, Fleet will deliver to Comerica all original Security Documents and all original related agreements, stock certificates, stock powers and other documents in its possession.





This Assignment is governed by the internal laws of the State of New York (without giving effect to conflict of laws principles)

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[Signatures begin on next page]

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This Assignment is governed by the internal laws of the State of New York (without giving effect to conflict of laws principles).

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has caused this Assignment to be executed on its behalf by its officer thereunto duly authorized, as of the date set forth above.

FLEET NATIONAL DANK, a Dank of Americ
Company
1 1- //1
VITACOVA
By: AMARIAN CONTRACTOR OF THE STATE OF THE S
Its: SVI
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COMERICA BANK
By:

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has caused this Assignment to be executed on its behalf by its officer thereunto duly authorized, as of the date set forth above.

FLEET NATIONAL BANK, a Bank of America Company

Ву:_____

Its: _____

COMERICA BANK

By: Chu Allegado

Its: Assistmen Vice Prosiders

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RECORDED: 09/14/2005

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